

**PATENT APPLICATION**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re application of

Docket No: Q76716

Vladimir PORTNYKH, et al.

Appln. No.: 10/559,374

Group Art Unit: 2182

Confirmation No.: 3625

Examiner: NOT YET ASSIGNED

Filed: December 06, 2005

For: APPARATUS AND METHOD FOR ORGANIZATION AND INTERPRETATION OF  
MULTIMEDIA DATA ON A RECORDING MEDIUM

**DECLARATION OF DARRYL MEXIC  
(ATTACHMENT II)**

Commissioner of Patents and Trademarks  
Washington, DC 20231

Dear Sir:

I, Darryl Mexic, a citizen of the United States of America and having an address of c/o  
SUGHRUE MION, PLLC, 2100 Pennsylvania Avenue, Suite 800, Washington, DC 20037,  
United States of America, do hereby declare as follows:

1. I am admitted to practice before the USPTO, holding registration No. 23,063 and  
am a shareholder in SUGHRUE MION, PLLC, the law firm that has been retained to prosecute  
the above-identified application on behalf of the assignee, SAMSUNG ELECTRONICS CO.,  
LTD. Three of the four inventors named in the above patent application have executed an  
Assignment assigning all their rights to SAMSUNG ELECTRONICS CO., LTD. (EXHIBIT  
1.A). Mr. Vladimir Portnykh is subject to obligation of assignment, as evidenced by an  
Employment Agreement between Samsung Electronics Co., Ltd. and Mr. Vladimir Portnykh  
(EXHIBIT 1.B). The three inventors, who signed the Assignment have also signed the

DECLARATION OF DARRYL MEXIC  
U. S. Application No. 10/559,374  
Attorney Docket No.: Q76716

Declaration and Power of Attorney, as evidenced by the Declaration filed with the application on December 6, 2005. (EXHIBIT 1.C).

2. In accordance with my instructions, on September 8, 2006, my assistant, Ms. Tracy Johnson, sent an email message to Mr. Vladimir Portnykh at his known email address, [vportnykh@hotmail.com](mailto:vportnykh@hotmail.com), attaching a copy of the specification, claims and abstract of the invention and a Declaration and an Assignment (Exhibit 2) and requested Mr. Portnykh to sign the Declaration and Assignment forms.

3. On September 13, 2006, Mr. Portnykh replied, requesting a status report of all patent applications assigned to Samsung Electronics Co., Ltd., and listing Mr. Portnykh as an inventor. Ms. Tracy Johnson, thereafter reported to Mr. Portnykh the status of those pending U.S. patent applications that were known to us and which named Mr. Portnykh as an inventor.

4. On September 14, 2006, I received an email reply from Mr. Portnykh, who alleged that not all of his applications had been provided in the report and expressed dissatisfaction with the patent procedures of Samsung Electronic Co., Ltd.

5. On September 14, 2006, I sent another email letter urging Mr. Portnykh to sign the Declaration and Assignment. He replied on September 14, 2006, stating:

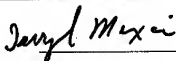
... please take this as an official answer on your request of authorization, having information provided at present I do not see a ground to authorize this particular patent application. As one of the inventors I believe that this application should not be made. Should you decide to proceed with this application it will be clearly against my will and without my authorization. Please communicate this information with along side (sic) with the patent application.

DECLARATION OF DARRYL MEXIC  
U. S. Application No. 10/559,374  
Attorney Docket No.: Q76716

Thus, Mr. Portnykh refused to sign the Declaration. (EXHIBIT 3).

6. I further declare that all statements made herein of my own personal knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the above-referenced application or any patent issuing thereon.

Date: October 24, 2006

  
\_\_\_\_\_  
Darryl Mexic

**EXHIBIT 1.A****Patent Assignment Abstract of Title****Total Assignments: 1****Application #:** 10539974**Filing Dt:** 12/06/2005**Patent #:** NONE**Issue Dt:****PCT #:** NONE**Publication #:** US20060177019**Pub Dt:** 08/10/2006**Inventors:** Vladimir Potnykh, Deok-ho Kim, Du-il Kim, Young-yoon Kim**Title:** Apparatus and method for organization and interpretation of multimedia data on a recording medium**Assignment: 1****Reel/Frame:** 017397 / 0672**Received:** 12/29/2005**Recorded:** 12/06/2005**Mailed:** 03/31/2006**Pages:** 2**Conveyance:** ASSIGNMENT OF ASSIGNORS INTEREST (SEE DOCUMENT FOR DETAILS).**Assignors:** KIM, DEOK-HO**Exec Dt:** 11/23/2005

KIM, DU-IL

**Exec Dt:** 11/23/2005

KIM, YOUNG-YOON

**Exec Dt:** 11/23/2005**Assignee:** SAMSUNG ELECTRONICS CO., LTD.

416, MAETAN-DONG, YEONGTONG-GU

SUWON-SI, GYEONGGI-DO, KOREA, REPUBLIC OF

**Correspondent:** SUGHRUE MION, PLLC

2100 PENNSYLVANIA AVENUE, N.W.

SUITE 870

WASHINGTON, DC 20037

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## EXHIBIT 1.B

# EMPLOYMENT AGREEMENT

This AGREEMENT is entered into by and between SAMSUNG Electronics Co. Ltd.(hereinafter referred to as Party A) and Portnykh Vladimir (hereinafter referred to as Party B), who, in consideration of the mutual promises made below, agree as follows :

### Article 1. (Employment)

Party A hereby agrees to employ Party B, and Party B hereby accepts employment as the Party A's Researcher.

Party B warrants that he has no legal problem working for Party A with respect to Party B's previous employment.

### Article 2. (Duties)

Party B shall perform, as a researcher for the Party A, the duties assigned by the Party A including, but not limited to the details are determined and adjusted by mutual agreement.

### Article 3. (Term)

This Agreement shall, unless earlier termination in accordance with other provisions hereof, remain in effect for the term of one(1) year beginning on ~~15~~ <sup>04</sup> ~~Sept~~ <sup>Oct</sup> 2001 and ending on ~~15~~ <sup>04</sup> ~~Sept~~ <sup>Oct</sup> 2002.

The term can thereafter be renewed by mutual agreements.

#### Article 4. (Conditions)

1. Work Site : Party B is supposed to work in Suwon, Korea and it can be changed, if necessary, at Party A's option.
2. Treatment : Party A shall treat Party B on the basis of this contract only and shall not pay any amount to Party B except the allowances specified in this Article 4.
3. Salary : As a monthly payment, Party A shall pay Party B, in equal and consecutive monthly installments a salary of W <sup>2,032,000</sup> ~~1,960,000~~ on 21st of every month or following business day.  
Pay raise is done after a year with your signature and us on documents.



4. Incentive Bonuses : Party A shall give the amount of 100% of the salary on following days to Party B  
\* The method of pay & date follows the company rule
  - 1) The lunar New Year
  - 2) Harvest Moon Day

5. Personal Incentives : Incentives in amount up to three hundred (300%) percent of Party B's salary twice a year. If Party A has decided to award the Personal Incentives, the rate of Incentive will be determined based on the performance of Party B.

\* Party B's appraisal shall be evaluated by Party A at fifth month after entering this company and Party A shall pay incentive to Party B at sixth month.

Appraisal	Payment	(A)	(B)	(C)	(D)
1st Mon through 5th Mon	6th Mon.	150%	100%	50%	0%
6st Mon through 11th Mon	12th Mon.	150%	100%	50%	0%

6. Renewal of the term : The term can be renewed one or two years  
by mutual agreement, But In case of Party B's poor performance  
(if Party B's review rated 'C' twice in a roll or 'D' one time),  
There's no renewal of the term.

7. Expenses for Trip on Business : Party A assists for meal, lodging,  
transaction, communication in business trip.  
\* The method of pay & date follows the company rule.

8. hours of duty : Working hours are 8 hours a day, 44 hours a week  
But, in case of overtime, party A shall give the local  
transportation fee

\* The method of pay & date follows the company rule.

9. Vacation : Party B shall have vacation day during the one year,  
the term of a contract.

1) Party B shall have 10 days vacation a year  
(Including Summer Vacation)

2) Unused vacation days shall be decided by Party A's regulation.

10. Physiological Leave : For female worker, a monthly physiological leave is  
available.

11. Residence : 1) Party A shall provide just Party B with a furnished Apartment of approximately 60m<sup>2</sup>(25 Pyung) by the Party A's Housing Regulation. Selection of residence is entitled to Party A.  
And it will be shared with another person.
- 2) Party A provides Party B with furnishings, household electric appliances and household furniture.  
Selection is entitled to Party A.  
Telephone charges shall be paid by Party B.
- 3) The expenses for residence shall be paid by Party B.

12. Air-Fare : Party B shall be provided Aviation Fee(Y-class),  
when Party B enters into Korea and returns to one's country  
ending of the term.
- If Party B moves with direct family (a wife and children),  
Party A shall pay Aviation Fee including direct family.  
But if this contract is ended because of Party B's infringement,  
Party A shall not pay any Aviation Fee.

13. Assistance For Family

- 1) This assistance is effective only for spouse and children.
- 2) Party A provides Party B's family with Air-fare, lodging,  
when they move into Korea.
- 3) Standard for Air-fare is based on rule 12.



14. Medical Insurance : Party B and Party B's direct family who live in Korea shall be eligible for medical insurance under the same following conditions as are available for other employees of Party A.

- 1) An Amount equal to 50% of medical insurance premium shall be paid by Party A.
- 2) An Amount equal to 50% of medical insurance premium shall be paid by Party B. Party A may, therefore, deduct an amount equal to fixed rate(present rate:1.5%) of Party B's monthly payment every month, which is required under the law of Korean Medical Insurance, as a medical insurance premium paid by Party B.
- 3) Party A shall pay the full amount of an industrial accident insurance premium for Party B.

15. Medical Checkup : Medical check-up is held for foreign employees (excepting for spouse) in every 2 years.

16. Welfare Pension : According to the Law of the Republic of Korea, an amount equal to fixed rate(present rate: 4.5%) of gross payment is evenly divided into 12 months and deducted from Party B's monthly payment every month, the same rate shall be deducted from the retirement allowance and the same rate shall be paid by Party A. But the accumulated welfare pension shall not be returned to Party B after the end of term.  
(All Russians are except on this rule.)

17. Conveyance Expenses : Party B shall be provided Aviation Fee(Y-class),  
Moving expenses up to \$1,000 each when Party B comes Korea  
from one's country starting of the term and leaves from Korea  
and returns to one's country ending of the term.  
But, Party B shall be responsible for the Customs tax.
18. Income Tax : Party B shall be responsible for the income tax imposed by  
Korean government upon the compensation, bonus, incentive and  
retirement benefit.

**Article 5. (Welfare Conditions)**

Party B shall be eligible for Party A's Gifts Plan and Medical benefit on  
Party A's rule.

**Article 6. (Service Regulations)**

Party B shall be obliged to obey the Party A's regulations both in Korea  
and abroad while Party B works as an employee.

**Article 7. (Confidentiality)**

1. Party B should work for only party A not for the third party  
Party B also shall not use company information for his own purpose.
2. Party B shall not reveal and hand over the technical document and  
information, which is obtained from the Party A or other party related with  
Party A to, any other party without any written consent of Party A.

3. At the time of the retirement, Party B return Party A's all management-related secrets and informations.
4. Party B should not work at a competitive company of the same industry within one year without the consent of the company in which management and technical information can be used.

#### **Article 8. (Assignment of Inventions)**

Party B shall acknowledge that all outcomes made by himself during the term of his employment belong to Party A, and have duty to assign all outcomes to Party A.

#### **Article 9. (Prohibition of Other Activities and Duty of Faithfulness.)**

1. Party B shall not work or advise for any other company other than Party A, and shall observe all pertinent regulations existing or specified by Party A.
2. Party B shall mobilize his maximum experience and technology and shall be faithful to performing his duties given in the interests of Party A.

#### **Article 10. (Termination)**

Party A shall have the right to terminate this contract if Party B fails to perform his obligation or in case of break of this contract as follows :

1. Disobedience to Party A's order in working time and infringement on Party A's service regulations.

2. Intentional damages and/or explicit illegal activities to Party A.
3. Demoralization and losing its dignity in working time.
4. Illegal activities against Korean or foreign government law in Korea as well as abroad.
5. In case that Party B makes a false description on his career.
6. In case of Party B's poor performance (if Party B's review rated 'C' twice in a row or 'D' one time)
7. Incase of absence for work more than three(3) business days without written approval.
8. Termination shall be informed in written application 30 days before.
9. Retirement Allowance : Party A shall offer Retirement Allowance under the Korean law in case that Party B work more than one(1) year. But in case that Party B work less than one(1) year, Party A shall not pay any amount. If this contract shall terminate by Party A's request before the end of the initial term, Party A shall pay amount up to Party B's monthly salary.
10. In case of serious sickness in medical check-up after enter the company. (HIV, Active hepatitis, the legal infectious disease, heart trouble, etc.)
11. In case that something happens not to fulfill the contract.

**Article 11. (Miscellaneous)**

1. Other conditions not referred to this contract will be decided through mutual agreement in accordance with party A's regulation or general conditions and customs.
2. Any changes to this Agreement shall be valid only by affixing an addendum concerning articles to be revised or added.
3. Party B cannot transfer his right and obligation to the third party.
4. This contract shall be governed by the Law of the Republic of Korea.

*To clarify this contract, Each parties shall make 2 (two) copies and after signing the contract each party shall keep 1 (one) copy separately.*

Party A

Name : Jong Yong Yun

Position: President of Samsung  
Electronics Co., Ltd.

Date : 07 Aug. 2001



Party B

Name : Portnyukh Vladimir

Address : Russia, 394055  
Voronezh, Chernyakhovsk str  
1-184/2

Date : 07 Aug. 2001

Signature :

A handwritten signature, likely "Portnyukh", written in dark ink.

# EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into by and between SAMSUNG Electronics Co., Ltd., hereinafter referred to as "Samsung", a corporation duly organized and validly existing under the laws of the Republic of Korea and Portnykh Vladimir, hereinafter referred to as "Employee", who, in consideration of the mutual promises made below, agree as follows :

## Article 1. (Employment)

Samsung hereby employs and the Employee hereby accepts employment upon the terms and conditions set forth herein.

## Article 2. (Term / Work Site)

- A. The employment term ("Term") of the Employee under this Agreement shall commence on 5 Oct. 2002, and expire at the end of normal working hours on 4 Oct. 2003, unless terminated earlier in accordance with the terms hereunder or by mutual written agreement.
- B. Work Site : The Employee is supposed to work in Suwon, Korea and it can be changed, if necessary, at Samsung's option.

## Article 3. (Duties)

- A. The Employee shall perform, as a researcher for Samsung, the duties assigned by the Employee including, but not limited to, the details are determined and adjusted by mutual agreement.
- B. The Employee shall comply promptly with all lawful directions and instructions given by or with the authority of Samsung and shall comply with the company regulations of Samsung.

#### Article 4. (Remuneration)

- A. Salary : As a monthly payment, Samsung shall pay the Employee, in equal and consecutive monthly installments a Total salary of W2,316,480 on 21st of every month or following business day.
- B. Regular Bonuses : Samsung shall give the amount 100% of the salary W2,316,480 on following days to the Employee.
- 1) The lunar New Year
  - 2) Harvest Moon Day
- C. Personal Incentives : Samsung may, at its sole discretion based on an evaluation of the Employee's performance, pay a performance bonus of up to (150%) of the monthly salary twice a year.

Appraisal	Payment	(A)	(B)	(C)	(D)
1st Mon through 5th Mon	6th Mon.	150%	100%	50%	0%
6st Mon through 11th Mon	12th Mon.	150%	100%	50%	0%

- D. Treatment : The Employee shall treat Samsung on the basis of this contract only and shall not pay any amount to the Employee except the allowances specified in this Article 4.
- E. Renewal of the term : The term can be renewed after one year by mutual agreement, but in case of the Employee's poor performance (if the Employee's review rated 'C' twice in a roll or 'D' one time), there's no renewal of the term and the contract can be terminated during the term according to the appraisal, work conduct, salary negotiation.

#### Article 5. (Fringe Benefits)

- A. Assistance for Celebration and Condolence : Samsung assists financially for the celebration and condolence of all the employees even when they are in temporary rest from their work.

B. Expenses for Trip on Business : Samsung shall reimburse to the Employee (against receipts or other satisfactory evidence) all reasonable business expenses properly incurred and defrayed by him/her in the course of the employment hereunder, subject to Samsung's rules and policies relating to expenses.

C. Hours of Duty : The Employee agrees to follow Samsung's employment rule and working hours/holidays adopted and/or amended by Samsung

D. Vacation

- 1) Samsung shall grant 14 days of paid leave per one year to the Employee
- 2) During the terms of this Agreement, Samsung shall not compensate the Employee for the unused paid leave(vacation days)
- 3) Until 31/12/2002, it is possible to use the unused vacation.

\*If Employee wishes to visit his country during the paid leave, 'Samsung' shall provide round-trip airfare(Economy class) to "Employee" once a year. But if "Employee" brings his/her family to Korea, 'Samsung' shall not provide round-trip airfare(Economy class).

E. Physiological Leave : For female worker, a monthly physiological leave is available.

F. Housing : Samsung shall provide an apartment (20 Pyung, approximately 60 square meters) for the Employee at Samsung's expense in accordance with the prevailing Samsung company regulations and standards. The Employee shall be responsible for all maintenance and utility expenses. The Employee shall not commit any waste and maintain the premises with care.

- 1) Samsung shall provide just the Employee with a furnished Apartment of 20 Pyung, approximately 60m<sup>2</sup> shared by 1 people near the work site by the Samsung's Housing Regulation. Selection of residence is entitled to Samsung.
- 2) Telephone charges and the expenses for residence shall be paid by the Employee.



G. Air-Fare (Economy Class) : The Employee, his/her spouse and children under (18) years age shall be given a round-trip economy air ticket when he/she comes to Korea starting of the term and returns to one's country ending of the term.

In the event the Employee terminates this Agreement before the expiry date of the Term in effect when the home leave is taken, the Employee shall re-imburse Samsung for the air fare.

H. Assistance For Family : This assistance is effective only for his/her spouse and children. Samsung provides the Employee's family with Air-fare, lodging, and school-expenses when they move into Korea.

- 1) Air-fare : Standard for Air-fare is based on rule G.
- 2) Lodging : 60㎡(20 Pyung) of apartment is provided.
- 3) School Expenses : Samsung provides school expenses for the Employee's children (Domestic residence only) on the basis of regulation.
- 4) Period : This assistance comes into effect a year after entering company.  
This does not apply retroactively.

I. Medical Insurance : During the Term, the Employee shall be provided with a local medical insurance and the cost of an annual medical examination for the Employee. This is under the same following conditions as are available for other employees of Samsung.

- 1) An Amount equal to 50% of medical insurance premium shall be paid by Samsung.
- 2) An Amount equal to 50% of medical insurance premium shall be paid by the Employee. Samsung may, therefore, deduct an amount equal to fixed rate(present rate:1.5%) of the Employee's monthly payment every month, which is required under the law of Korean Medical Insurance, as a medical insurance premium paid by the Employee.
- 3) Samsung shall pay the full amount of an industrial accident insurance premium for the Employee.

J. Medical Checkup : This is under the same following conditions as are available for other employees of Samsung.

- 1) A Comprehensive Medical Testing : Medical check-up is held for foreign employees (excepting for spouse) in every 2 years. However, the employee and his/her spouse's age shall be over thirty.
- 2) A General Medical Testing : A general medical check-up is held every year. However, this is for only Employee.

K. Welfare Pension : According to the Law of the Republic of Korea, an amount equal to fixed rate(present rate: 4.5%) of gross payment is evenly divided into 12 months and deducted from the Employee's monthly payment every month, the same rate shall be deducted from the retirement allowance and the same rate shall be paid by Samsung. But the accumulated welfare pension shall not be returned to the Employee after the end of term.  
(All Russians are except on this rule)

L. Moving Expenses : Moving Expenses up to \$2,000 each when the Employee returns to one's country ending of the term. But, the Employee shall be responsible for the Customer tax.

M. Income Tax : The Employee shall be responsible for the income tax imposed by Korean government upon the compensation, bonus, incentive and retirement benefit.

N. Miscellaneous

- 1) Personal pension, Silver Pension, and Special-bonus is not applied to the Employee.
- 2) The others that are not referred to here shall be decided by Samsung's regulation.

#### **Article 6. (Welfare Conditions)**

The Employee shall be eligible for Samsung's Gift Plan and Medical benefit on Samsung's rule.

**Article 7. (Service Regulations)**

The Employee shall be obliged to obey the Samsung's regulations both in Korea and abroad while the Employee works as an employee.

**Article 8. (Confidentiality)**

- A. The Employee may obtain confidential information during the course of his/her employment. Such confidential information may include, but may not be limited to, any information relating to current business, prospective business, technical processes, formulas, improvements, inventions, discoveries, price lists or lists of customers and suppliers, trade secrets or other proprietary information which may or may not relate to Samsung's personnel, products, processes or business practices, and legal issues and strategy of Samsung and its affiliates ("Confidential Information"). The Employee shall not, during his/her employment at Samsung or after its termination or expiration thereof, make use of for his/her own purposes or disclose to any person (except to the proper officers of Samsung or as required by law) Confidential Information which he/she may in his/her capacity as an employee and during his/her Employment become possessed, all of which information shall remain confidential and trade secrets. However, this restriction on disclosure shall not apply to information which has become, through no act of the Employee, public knowledge; shall not apply to information in the Employee's possession prior to his/her employment at Samsung; and shall not apply to information which the Employee has rightfully obtained from a third party with the right to disclose.
- B. The Employee clearly understands and agrees that agreement to maintain his/her obligations of confidentiality is a prerequisite to his/her employment and the execution of this Agreement.
- C. All plans, designs, drawings, formulae, correspondence, specifications, price lists, lists of customers and suppliers and all other copyright protected works documents, papers and property which may have been made or prepared by the Employee, either alone or in concert, or have come into his/her possession or into his/her control in the course of his/her employment or which relate in any way to the business or affairs of

Samsung or of any customer, supplier, agent or distributor of Samsung shall as between Samsung and the Employee be deemed to be the property of Samsung and shall, together with all other documents, papers and property in the possession or under the control of the Employee and belonging to Samsung be delivered up by the Employee to Samsung immediately upon the termination or expiration of the Employment (or at any earlier time on demand) and the Employee shall not without the prior written consent of Samsung retain any copy or copies thereof in any form or manner.

#### **Article 9. (Assignment of Inventions)**

The Employee shall acknowledge that all outcomes made by himself during the term of his employment belong to Samsung, and have duty to assign all outcomes to Samsung.

#### **Article 10. (No Alternative Employment)**

- A. The Employee shall not engage in any employment other than the employment under this Agreement, regardless of whether the work is full time or part time, during the term of this Agreement without the prior written consent of Samsung.
- B. The Employee shall not, whether for value or not, provide his services, consultation, advice, or cooperation with any third parties similar to those performed in the course of his/her employment during the validity of this Agreement without prior consent of Samsung.

#### **Article 11. (Warranty)**

The Employee represents and warrants that he/she is not a party to any agreement, contract or understanding, whether of employment or otherwise, which would in any way restrict or prohibit him/her from entry into this Agreement and undertaking any of the duties of the employment

in accordance with the terms and conditions of this Agreement. The Employee represents and warrants that he/she is not a party to, or bound by, any agreement which forbids the Employee's entry into this Agreement, or limits the Employee's right of action under this Agreement. The Employee warrants not to disclose to Samsung any confidential information or trade secrets of any previous employer of the Employee or convey any information in violation of any confidentiality agreement with such employer.

#### **Article 12. (Termination)**

A. Notwithstanding the provisions of Article 2 above and without affecting any of its statutory rights, Samsung may terminate the employment by a thirty(30) days advance written notice or, in lieu of notice hereunder, pay the Employee thirty (30) days' salary to leave with immediate effect if the Employee:

- 1) Is guilty of dishonesty or of misconduct or willful neglect of duty or commits any breach of this Agreement; or
- 2) Is convicted of an indictable criminal offense; or
- 3) Becomes bankrupt, applies for, or has made against him, makes any composition with his creditors or commits an act of bankruptcy; or
- 4) Is incapacitated, due to reasons that are not directly related to employment with Samsung, for thirty (30) consecutive days or for an aggregate of forty(40) calendar days in any fifty-two (52) consecutive calendar weeks' period from performing the duties of the employment; or
- 5) Is absent from work for more than three (3) consecutive business days without prior written approval, other than time allotted for vacation; or
- 6) Is determined to have performed substandard work as measured by the evaluation of the Employee in any one year period; or
- 7) Becomes mentally incapacitated or becomes a danger to the public; or
- 8) Receives two written reprimands regarding his performance, or conduct;
- 9) Is proven to have obtained employment with Samsung by misrepresenting any important facts or information; or
- 10) Causes, intentionally or by gross negligence, damages to Samsung or to its reputation; or

- 11) Becomes, for an aggregate of (60) days or more in any period of 12 consecutive months, incapable of performing his/her duties hereunder by reason of ill health or other incapacity whether accidental or otherwise; or
  - 12) Engages in any other cause similar in severity to the foregoing.
- B. Notwithstanding the above, Samsung may and reserves the right to terminate the employment without prior notice upon events described in items (1), (2), (4), (7), (9) or (10) above.
- C. The Employee may terminate this Agreement at any time, but with no less than ninety (90) days prior notice, for material breach of this Agreement by Samsung if the said material breach is not rectified within ninety (90) days of the date of receipt by Samsung of a written notice by the Employee describing the nature of the breach.
- D. On termination of this Agreement, the Employee shall forthwith return to Samsung in accordance with its instructions all equipment, correspondence, records, specifications, software, models, notes, reports and other documents and any copies thereof and any other property belonging to Samsung, which are in his/her possession or under his/her control.
- E. Retirement Allowance : Samsung shall offer Retirement Allowance under the Korean law in case that the Employee work more than one(1) year. But in case that the Employee work less than one(1) year, Samsung shall not pay any amount. If this contract shall terminate by Samsung's request before the end of the initial term, Samsung shall pay amount up to the Employee's monthly salary.

#### **Article 13. (Charges)**

The Employee shall be held responsible where he has directly caused, whether by negligence or otherwise, damages to or loss of Samsung's property including, but not limited to, the apartment provided under Article 5(F). Where a third party property loss or damage is proved to have been caused by the Employee, the Employee shall be held responsible for payment of any such damages and indemnify Samsung for any harm caused.

**Article 14. (Miscellaneous)**

- A. This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Korea.
- B. This Agreement supersedes any other prior agreements, either oral or in writing, between the parties with respect to the Employee's employment and contains all of the Agreement between the parties with respect to such employment, in any manner whatsoever.
- C. This Agreement may not be amended, superseded or canceled, and none of the terms or conditions may be waived, without the express written consent of both parties. No employee or agent of the Employer has any power or authority to waive or modify this Agreement unless such waiver or modification is signed by the authorized person or parties. No waiver of any nature, whether by conduct or otherwise, shall be deemed to be a further or continuing waiver of any condition or of any breach, or a waiver of any other condition or any other breach of this Agreement.
- D. The Employee may not assign his rights or obligations under this Agreement without the written consent of Samsung. Samsung may assign its rights and obligations under this Agreement and such agreement shall be binding upon the assigns and successors of Samsung.
- E. Valid Medical Certificate : Prior to the execution of the Agreement, the Employee shall be required to submit a valid medical certificate, by a recognized medical institution acceptable to Samsung. Samsung shall not be responsible for payment for treatment of any illness or medical condition(s) existing before execution of this Agreement.
- F. The Employee shall not, either alone or jointly with another or others, whether as principal, agent, director, shareholder, independent contractor, employee or in any other capacity, whether directly or indirectly through any other person, firm or company, and whether for his own benefit or that of others, save as the beneficial holder of shares or other securities of a corporate body whose shares are quoted on a recognized stock exchange

being a holding (which phrase shall include any interest in any such holding) entitling the holder to more than two percent (2%) of the voting power of such corporate body for a period of [two] years following the end of the employment with Samsung, be engaged, concerned or interested in or carry on any business which competes with any business carried on by Samsung and in which the Employee was involved at any time during his/her employment with Samsung. The Employee shall, whether directly or indirectly, not for the period of one year following the end of the employment hereunder solicit or entice away any customer, employee, director, agent or independent contractor of Samsung or do any act whereby such customer, employee, director, agent or independent contractor is encouraged to terminate his business employment, appointment or contract with Samsung.

- G. The restrictions contained in this Agreement are considered reasonable by the parties but, if any such restriction shall be found void but would be valid if some part thereof were deleted or the period or area of application reduced, such restriction shall apply with such modification as may be necessary to make it valid and effective.
- H. In the event of any clause contained in this Agreement or any part thereof being declared invalid or unenforceable, all other clauses or parts thereof contained in this Agreement shall remain in full force and effect and shall not be affected thereby.
- I. This Agreement is written in English and executed in three (3) copies, each of which shall be deemed original.
- J. It is agreed that in the case that any controversy or claim arises out of or in connection with this Agreement or with respect to breach hereof, the parties hereto shall seek to solve the matter amicably through discussion. Only if the parties hereto fail to resolve such dispute, claim or breach by amicable arrangement, may the aggrieved party seek legal action. Both parties agree to submit to the exclusive jurisdiction of a Court of Law sitting in the Seoul District.

*To clarify this contract, Each parties shall make 2 (two) copies and after*



*signing the contract each party shall keep 1 (one) copy separately.*

Samsung

The Employee

Name : Jong Yong Yun

Name : *Portnyuk V. Leonid*

Position: President of Samsung  
Electronics Co., Ltd.

Address :

Date : 24, Sep, 2002

Date : 24, Sep, 2002

Signature : SAMSUNG ELECTRONICS CO., LTD.

Signature :

*[Handwritten Signature]*  
JONG YONG YUN, Vice Chairman

*[Handwritten Signature]*

# EXHIBIT 1.C

Docket No.: Q76716

## DECLARATION AND POWER OF ATTORNEY FOR PATENT APPLICATION (37 C.F.R. 1.63)

### 특허 출원 관련 선언 및 위임장

#### Korean Language Declaration

#### 한국어 선언서

본인은 다음과 같이 선언합니다.

각 발명자의 거주지, 우편 주소 및 국적은 하기 각 발명자의 성명의 아래쪽에 기재된 것과 동일합니다.

본인은, 하기의 발명자(들)이, 다음의 재물을 갖는 발명과 관련하여 특허를 받고자 하며 또 특허청구 범위에서 기재되어 있는 대상에 대하여 원래의 최초 발명자(들)이라고 믿습니다.

I hereby declare that:

Each inventor's residence, mailing address, and citizenship are as stated below next to their name.

I believe the inventor(s) named below to be the original and first inventor(s) of the subject matter which is claimed and for which a patent is sought on the invention entitled:

#### APPARATUS AND METHOD FOR ORGANIZATION AND INTERPRETATION OF MULTIMEDIA DATA ON A RECORDING MEDIUM

☐ 명세서는 첨부된 바와 같습니다.

또는

☐ 미합중국 출원번호 또는 PCT 국제 출원 번호는  
(특인번호)로  
일제 출원되었고  
일제 보정되었음 (해당 경우).

☒ the specification of which is attached hereto

OR

☒ was filed on \_\_\_\_\_  
as United States Application Number or PCT  
International Application Number \_\_\_\_\_  
and was amended on \_\_\_\_\_  
(if applicable).

본인은 위에 구체적으로 언급된 보정서에 의해 보정된 상기 명세서 (특허청구 범위 포함)의 내용을 검토 및 이해했음을 확인합니다.

I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as amended by any amendment specifically referred to above.

본인은 임법 규정 코드 제 37 장 제 1.56 항에 규정된 바에 따라, 특허청의 판단에 중요한 자료 정보를 공개할 의무가 있음을 인정하며, 이와 같은 의무에는, 부분 연속 출원(들)의 경우에, 선 출원의 출원일과 부분 연속 출원의 국내 출원일 혹은 PCT 국제 출원일 사이에 입수되었던 중요하고 자료 정보를 공개하는 것이 포함됨을 인정합니다.

I acknowledge the duty to disclose information which is material to patentability as defined in 37 C.F.R. 1.56, including for continuation-in-part application(s), material information which became available between the filing date of the prior application and the national or PCT international filing date of the continuation-in-part application.

# Korean Language Declaration

본인은 아래 기재된 바와 같은 외국 특허출원(들), 외국 발명자상 출원(들) 또는 외국 식물 육종가 권리출원(들)에 기초하여 미합중국 코드 제 35 장 제 119(a)-(d)항 또는 (1)항, 또는 제 355(l)항에 규정된 외국 우선권 또는 미합중국을 제외한 최소한 한 국가를 지정하는 PCT 국제출원(들)에 기초하여 미합중국 코드 제 35 장 제 355(a)항에 규정된 외국 우선권을 주장하며, 나아가 우선권이 주장되는 출원의 출원일 이전에 출원된 외국 특허출원(들), 외국 발명자상 출원(들) 혹은 외국 식물육종가 권리상(들) 또는 PCT 국제출원(들)도 아래 해당장을 체크함으로써 표시하였습니니다.

Prior Foreign Application Number(s)  
이전의 외국 출원번호(들)

10-2003-0016612 KR  
(Application Number) (Country)  
(출원 번호) (국가)

(Application Number) (Country)  
(출원 번호) (국가)

본인은 미합중국 코드인 제 35 장 제 119(a)항에 명시된 바와 같이 하기 미합중국 특허출원의 국내 우선권을 주장합니다.

60489936 July 25, 2003  
(Application Number) (Filing Date)  
(출원 번호) (출원 일자)

(Application Number) (Filing Date)  
(출원 번호) (출원 일자)

본인은 미합중국 코드 제 35 장 제 120 항에 의거 미합중국 출원(들)의 이익 또는 제 355(c)항에 의거 미합중국을 지정하는 PCT 국제출원(들)의 이익을 확고하고 같이 주장합니다. 또한, 본 특허출원의 각 특허장구항목에 기재된 대상이 미합중국 코드 제 35 장 제 112 항의 첫번째 패러그래프에 규정된 바에 따라 선 미합중국 출원 또는 선 PCT 국제출원에 기재되어 있지 않은 경우에는, 본 출원의 특허성을 판단하는데 중요한 자료 정보로서 선 출원의 출원일과 선 출원의 국내 출원일 또는 PCT 국제 출원일이 이 발명된 모든 자료 정보들을 공개할 의무가 있음을 인정합니다.

Prior U.S. or International Application Number(s)  
이전의 국내 또는 국제 출원 번호(들)

PCT/KR2004/000489 March 10, 2004  
(Application Number) (Filing Date)  
(출원 번호) (출원 일자)

(Application Number) (Filing Date)  
(출원 번호) (출원 일자)

본인이 아는 한도 내에서 여기에 제공된 모든 내용이 사실이고, 제공된 정보나 소신이 모두 사실임을 확인하며, 더 나아가 미합중국 코드 제 18 장의 1001 항에 명시된 바와 같이 그 의의 범위 내에서 유사한 행위는 할 수 있고 부속으로 처벌 받거나 벌금과 감옥형을 모두 받을 수 있고 어떠한 고의의 허위 진술은 특허 출원이나 후에 발급된 특허의 유효성을 무효화할 함을 인지하면서 여기에 진술함을 선언합니다.

I hereby claim foreign priority benefits under 35 U.S.C. 119(a)-(d) or (1), or 355(l) of any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or 365(a) of any PCT international application(s) which designated at least one country other than the United States of America, listed below and have also identified below, by checking the box, any foreign application(s) for patent, inventor's or plant breeder's rights certificate(s), or any PCT international application(s) having a filing date before that of the application on which priority is claimed.

Priority Claimed?  
우선권 주장함  
Yes  
No  
예 아니요

June 07, 2003  
(Filing Date)  
(출원 일자)

(Filing Date)  
(출원 일자)

I hereby claim domestic priority under 35 U.S.C. 119(e) of any United States provisional application(s) listed below.

I hereby claim benefit under 35 U.S.C. 120 of any United States application(s) or 365(c) of any PCT international application(s) designating the United States, listed below and, insofar as the subject matter of each of the claims of this application is not disclosed in a listed prior United States or PCT international application in the manner provided by the first paragraph of 35 U.S.C. 112, I acknowledge my duty to disclose any information material to the patentability of this application as defined in 37 C.F.R. 1.56 which occurred between the filing date of the prior application and the national or PCT international filing date of this application:

(Status: patented, pending, abandoned)  
(현황: 특허, 출원중, 포기)

(Status: patented, pending, abandoned)  
(현황: 특허, 출원중, 포기)

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under 18 U.S.C. 1001 and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

# Korean Language Declaration

위임장: 본인은 본진 출원을 수행하고 그와 관련하여 미국 특허상표청 업무의 모든 사무를 처리하기 위하여 하기 표기한 USPTO 고객 번호에 등재된 SUGHRUE MION, PLLC 의 모든 변호사들을 본인의 대리인으로 지명하는 바이며, 해당 고객 번호에 등재된 어떤 특정 변호사들이 Sughrue Mion, PLLC 의 제함에 따라 수시로 변동될 수 있음을 인정하며, 출원에 대한 모든 서신을 유일한 USPTO 고객 번호에 기재된 주소로 송부해 줄 것을 요청합니다.

POWER OF ATTORNEY: I hereby appoint all attorneys of SUGHRUE MION, PLLC who are listed under the USPTO Customer Number shown below as my attorneys to prosecute this application and to transact all business in the United States Patent and Trademark Office connected therewith, recognizing that the specific attorneys listed under that Customer Number may be changed from time to time at the sole discretion of Sughrue Mion, PLLC, and request that all correspondence about the application be addressed to the address filed under the same USPTO Customer Number.

## STATEMENT OF ACCURATE TRANSLATION IN ACCORDANCE WITH 37 C.F.R. §1.69(b):

The declaration and power of attorney is an accurate translation of the corresponding English language declaration and power of attorney.

Signature Jan. Lee

Date April 12, 2005

WASHINGTON OFFICE

23373

CUSTOMER NUMBER

직통 전화 번호:

SUGHRUE MION, PLLC  
(202) 293-7060

Direct Telephone Calls to:

SUGHRUE MION, PLLC  
(202) 293-7060

NAME OF SOLE OR FIRST INVENTOR: 단독 혹은 최초 발명자의 성명			
Given Name (first and middle [if any]) 이름(성리는 제외)		Family Name or Surname 성(성)	
Vladimir		PORTNYKH	
Inventor's signature 발명자의 서명		Date 일자	
Residence: 거주지: Croydon, Surrey, United Kingdom		Citizenship 국적: Russia	
Mailing Address: 우편 주소: 17 Temple Road, Croydon, Surrey, CR0 1HU, United Kingdom			
NAME OF SECOND INVENTOR: 두 번째 발명자의 성명			
Given Name (first and middle [if any]) 이름(성리는 제외)		Family Name or Surname 성(성)	
Deok-ho		KIM	
Inventor's signature 발명자의 서명		Date 일자	
Residence: 거주지: Seoul, Republic of Korea		Citizenship 국적: Republic of Korea	
Mailing Address: 우편 주소: #103-606 Kolon Apt., Woomyeon-dong, Seocho-gu, Seoul, Republic of Korea			

## NAME OF THIRD INVENTOR:

세번째 발명자의 성명

Given Name (first and middle (if any))

이름(성씨는 제외)

Du-II

Family Name or Surname

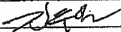
성(姓)

KIM

Inventor's signature

발명자의 서명

✓



Date

일자

November 23, 2005

Residence:

거주지:

Sewon-si, Gyeonggi-do, Republic of Korea

Citizenship

국적

Republic of Korea

Mailing Address:

우편 주소:

#824-404 Woosung Apt., 973-3 Yeongtong-dong, Yeongtong-gu, Suwon-si, Gyeonggi-do, Republic of Korea

## NAME OF FOURTH INVENTOR:

네번째 발명자의 성명

Given Name (first and middle (if any))

이름(성씨는 제외)

Yoon-yoon

Family Name or Surname

성(姓)

KIM

Inventor's signature

발명자의 서명

✓



Date

일자

November 23, 2005

Residence:

거주지:

Seoul, Republic of Korea

Citizenship

국적

Republic of Korea

Mailing Address:

우편 주소:

#62-33 Banpoac 4-dong, Seocho-gu, Seoul, Republic of Korea

EXHIBIT 2

[REDACTED]

From: Johnson, Tracy Nicole  
Sent: Friday, September 08, 2006 5:19 PM  
To: 'Vladimir Portnykh'  
Subject: Declaration and Assignment form for USSN: 10/559,374 Sughrue Ref. No. Q76716 Kasan  
Ref. No. SDP030067PCT-US



Q76716  
edification.pdf (71 K)

Dear Mr. Portnykh,

Thank you for your email dated September 7, 2006. Attached please find a copy of the patent application for which we sent you the Declaration and Assignment on September 6, 2006. The application was filed with the United States Patent and Trademark Office on December 6, 2005, and is awaiting action by the patent examiner. [REDACTED]

[REDACTED] Please sign and date the Declaration and Assignment forms and return them to us as soon as possible.  
Very truly yours,

Darryl Mexic

Tracy Nicole Johnson  
Assistant to Darryl Mexic  
Sughrue Mion, PLLC  
e-mail: TJohnson@Sughrue.com  
Telephone: 202/663-7442  
Fax: 202/293-7860

EXHIBIT 3

[REDACTED]

From: Vladimir Portnykh [vportnykh@hotmail.com]  
Sent: Thursday, September 14, 2006 2:23 PM  
To: Mexic, Darryl  
Cc: Johnson, Tracy Nicole  
Subject: RE: Declaration and Assignment form for USSN: 10/559,374 Sughrue Ref. No. Q76716

[REDACTED]

However, and please take this as an official answer on your request of authorisation, having information provided at present I do not see a ground to authorise this particular patent application. As one of the inventors I believe that this application should not be made. Should you decide to proceed with this application it will be clearly against my will and without my authorisation. Please communicate this information with along side with the patent application.

[REDACTED]

Vladimir

[REDACTED]